

**IT IS THE VENDOR-S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 05-010**

The City of Lincoln/Lancaster County intends to purchase and invites you to submit a sealed bid for:

**SOLID WASTE TRANSFER TRAILER
AND
TRADE-IN OF 1997 SOLID WASTE TRANSFER TRAILER**

**MEETING OR EXCEEDING THE CITY OF LINCOLN-S/LANCASTER COUNTY-S
SPECIFICATION ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, January 12, 2004 in the office of the Purchasing Agent of the City of Lincoln, Nebraska, Suite 200, K Street Complex, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read in the K Street Complex conference room.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

SPECIFICATION NO. 05-010
 BID OPENING TIME: 12:00 NOON
 DATE: Wednesday, January 12, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln and County of Lancaster for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to the city and County the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE REQUIREMENTS FOR:
 SOLID WASTE TRANSFER TRAILER
 AND
 TRADE-IN OF 1997 SOLID WASTE TRANSFER TRAILER

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
BASE BID				
1.	Solid Waste Transfer Trailer F.O.B. Lincoln, NE	1 each	\$ _____	\$ _____
	Mfg. _____ Model _____			

TRADE-IN				
2.	1997 Brothers Solid Waste Transfer Trailer	1 each	\$ _____	\$ _____

BID SECURITY REQUIRED: YES AMOUNT: FIVE PERCENT (5%) OF BID; NO

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City/County, and to enter into a contract if this proposal is accepted.

NOTE:
RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

**MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
 SEALED BID FOR SPECIFICATION NO. 05-010**

Company Name	By (Signature)
Street Address or P.O. Box	(Print Name)
City, State, ZIP	(Title)
Telephone No. Fax No.	(Date)
E-mail Address	Estimated Deliver Days (after receipt of order)
Employer's Federal I.D. No. or Social Security Number Terms of Payment	

Bids may be inspected in the purchasing division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword bid

**SPECIFICATIONS
FOR
SOLID WASTE TRANSFER TRAILER
AND
TRADE-IN OF 1997 SOLID WASTE TRANSFER TRAILER**

1. Quantity

- 1.1 Purchase one solid waste transfer trailer, new and of latest design under current year production.
- 1.2 Trade-in one 1997 Brothers Solid Waste Transfer Trailer, Model 45115SPOT, Serial Number 1B9TT4531VM187500.

2. Intended Application

- 2.1 It is the intent of these specifications to describe a transfer trailer for delivery to the City of Lincoln, Solid Waste Operations Section.
- 2.2 Bidders shall familiarize themselves with the design and operational features of the City's transfer station operation to ensure the equipment being bid is compatible with the facility. Bidders are encouraged to view the facility by contacting Mr. Dave Rydl, Assistant Superintendent of Solid Waste Operations at (402) 441-8103.
- 2.3 The City shall consider all bids submitted for equipment that is compatible with and suited to the following operational conditions.
 - 2.3.1 Annual estimated material transferred is 5,000 tons.
 - 2.3.2 Material to be hauled and transferred will be solid waste including garbage, wood waste, roofing material, dimensional lumber, furniture, metal, glass, dirt, sand, and bulky items mixed together.
 - 2.3.2.1 Waste is top loaded at rear of trailer and moved forward to the front of the trailer by means of a forward/reverse walking floor system.
 - 2.3.2.2 Loads are compressed and distributed by a hydraulic pedestal boom crane with a downward force of approximately 12,000 pounds.
 - 2.3.2.3 Unloading is done by reversing the walking floor direction.
 - 2.3.3 The equipment is used on poor road conditions and on surfaces normally encountered in a typical landfill operation.
- 2.4 Trailer dimensions and axle configurations shall provide for a maximum total gross tractor/trailer combination weight of 89,500 pounds in accordance to State of Nebraska, Department of Roads (NDOR) requirements.

3. Minimum Equipment Specifications

- 3.1 Bidders shall indicate if the equipment conforms with the minimum equipment specifications by marking YES or NO in Sections 7 through Sections 25.

- 3.2 Exceptions shall be noted and fully explained on separate cover.
- 3.3 Custom trailer design features have been developed specifically for the City's solid waste transfer operation.
 - 3.3.1 Bidders are encouraged to view the existing equipment and transfer operation.
 - 3.3.2 These specifications are based on existing equipment furnished by Wilkens Industries, Inc.
- 3.4 The equipment shall be designed in accordance to the considerations stated in Section 2, Intended Application.

4. Shop Drawings

- 4.1 Bidders shall submit detailed shop drawings for the following equipment design features as part their bid proposal.
 - 4.1.1 Top cover, including netting material to be used.
 - 4.1.2 Flip tops including:
 - 4.1.2.1 Flip top hydraulic cylinder mounting.
 - 4.1.2.2 Flip top torque tube assembly, including guarding and hinge placement.
 - 4.1.3 Rear door complete with latches, bumper and ingress / egress steps and handles.
 - 4.1.4 Rear door hydraulic cylinder mounting and guarding.
 - 4.1.5 Calculation of section modulus for sidewall and rear door construction (in both A_x and A_y directions).
 - 4.1.6 Details of standard and extended warranties.
- 4.2 Shop drawings submitted with the bid proposal shall be reviewed by the City as a method to evaluate bid proposals and to verify conformity to the intended application and minimum equipment specifications.
 - 4.2.1 Acceptance of bid proposals by the City shall not constitute shop drawing approval.
 - 4.2.2 Shop drawings will be approved by the City or authorized representative following bid award and prior to manufacture.
 - 4.2.3 The City's approval of shop drawings shall not excuse the successful bidder for deviations from any requirement of the specification or errors or omissions herein.
 - 4.2.4 The City's review shall be only to determine if the items covered by the submittals will, after fabrication or installation, conform to the information given in the specifications and be compatible with the design concepts and performance required in the specifications.
 - 4.2.5 The City's review shall not extend to means, methods, technics, sequences, procedures and methods of fabrication, design methods and assumptions, or safety features and elements.
 - 4.2.6 The City's approval shall not relieve the successful bidder from responsibility for defective materials and workmanship or warranty items.

5. Delivery Schedule

- 5.1 Delivery of specified equipment, F.O.B., to the City of Lincoln's North 48th Street Transfer Station, 5101 North 48th Street requested within 90 days after receipt of order.
- 5.2 Firm delivery schedule to be noted on proposal.

6. Certification Plates

- 6.1 The equipment must comply with all current Federal and State of Nebraska standards for highway use for semi-trailers.
- 6.2 Equipment must have a fixed capacity and identification plates stating compliance with Federal and State of Nebraska laws and regulations relating to operation and safety.

Meets Specifications or provide requested information		Specification Requirement (circle YES or NO, or provide information as requested)
		7 CAPACITY
Yes	No	7.1 Approximately 115 cubic yards.
_____ cubic yards		7.1.1 Specify actual capacity:
		8 DIMENSIONS
Yes	No	8.1 Maximum length of 46'.
Yes	No	8.2 Maximum height of 14' 6" from ground.
Yes	No	8.3 Inside width taper of 4" from rear to front.
Yes	No	8.4 Maximum rear outside width of 102".
Yes	No	8.5 108" from king-pin to center of landing gear.
Yes	No	8.6 39' 4" from king-pin to center of rear axle group.
Yes	No	8.7 Maximum tare weight of 24,000 pounds.
_____ lbs.		8.7.1 Specify actual tare weight:
		9 GENERAL CONSTRUCTION
Yes	No	9.1 All steel construction except where noted.
Yes	No	9.2 Top Rail.
Yes	No	9.2.1 Single piece construction.
Yes	No	9.2.2 Minimum steel yield strength of 50,000 psi.

Meets Specifications or provide requested information		Specification Requirement (circle YES or NO, or provide information as requested)
Yes	No	9.3 Bottom Rail.
Yes	No	9.3.1 Single piece construction.
Yes	No	9.3.2 Maximum width of 98" at front tapered to a maximum width of 102" at rear.
Yes	No	9.3.3 Minimum steel yield strength of 50,000 psi.
Yes	No	9.4 Cross Members.
Yes	No	9.4.1 Minimum 4" height.
Yes	No	9.4.2 Spaced 12" centers.
Yes	No	9.4.3 Minimum steel yield strength of 70,000 psi.
Yes	No	9.5 King-Pin Cross Sills.
Yes	No	9.5.1 Fabricated from 4" deep x 6" wide x 1/2" steel.
Yes	No	9.5.2 Minimum steel yield strength of 100,000 psi.
Yes	No	9.6 Subframe shall be steel, 8" x 4" x 1/4".
Yes	No	9.7 Front Bulkhead.
Yes	No	9.7.1 Reinforced to withstand full force of reverse loading of waste against front of trailer.
		9.7.2 Specify details of reinforcement: _____ _____ _____ _____
Yes	No	9.7.3 Expanded steel window, approximately 12" x 18", positioned at the driver's side corner of the trailer and above the valve bank, with bottom of window located 36" above bottom of trailer as measured from the outside of the trailer.
Yes	No	9.8 Front, rear and middle crossbar to be flexible using pin connections.
Yes	No	9.9 All welds to be continuous.
Yes	No	9.10 Front bulkhead and king pin area designed to allow fines and debris drop through.

Meets Specifications or provide requested information		Specification Requirement (circle YES or NO, or provide information as requested)
Yes	No	9.11 Hydraulic lines shall be enclosed and guarded to protect against wear and damage with accessibility for service and repair.
Yes	No	9.12 Hydraulic lines routed through cross members.
		10 SIDEWALL CONSTRUCTION
Yes	No	10.1 All steel construction.
Yes	No	10.2 Post and sheet construction.
Yes	No	10.3 12 gauge vertical posts.
Yes	No	10.4 12 gauge sidewall sheet.
Yes	No	10.5 Sidewall shall have a minimum section modulus of 1.17 cubic inches.
Yes	No	10.6 Minimum steel yield strength of 60,000 psi.
Yes	No	10.7 Post cross section shall be 7" wide where attached to sheet by 2-1/2" deep by 4" wide at face.
Yes	No	10.8 Post leg shall have an interior angle of 60 degrees with sheet.
Yes	No	10.9 Minimum post spacing shall be 19-7/8" on center.
Yes	No	10.10 Posts shall be full height and extend to bottom of top rail and to bottom of bottom rail.
Yes	No	10.11 Post shall be continuous welded to sheet.
Yes	No	10.12 Sheet connections shall be continuous welded.
Yes	No	10.13 Post interior shall be corrosion protected and have drain hole at bottom.
		11 HYDRAULIC REAR DOOR
Yes	No	11.1 Top hinged.
Yes	No	11.2 10 gauge post/cross post and sheet construction.
Yes	No	11.2.1 Three vertical posts with 25" spacing on center.
Yes	No	11.2.2 Two horizontal posts: one post positioned 36" from the bottom of the door and one post positioned 60" from the bottom of the door and at the point of the door deflection. The second horizontal post will be gusseted on each end post for additional strength.
Yes	No	11.2.2.1 One horizontal post positioned 36" from the bottom of the door.
Yes	No	11.2.2.2 The second horizontal post positioned 60"

Meets Specifications or provide requested information		Specification Requirement (circle YES or NO, or provide information as requested)
		from the bottom of the door and at the point of the deflection.
Yes	No	11.2.2.3 The second horizontal post will be gusseted on each end post for additional strength.
Yes	No	11.3 Manual safety locks.
Yes	No	11.4 Turnbuckle type latch mounted on both sides of door approximately 10" above the bottom of the door and approximately 70" above ground level.
Yes	No	11.5 Door shall be designed to permit full opening of rear of trailer.
Yes	No	11.6 Hydraulic door lift mechanism with protected hydraulic lines and cylinders shall be fully guarded from damage by debris.
Yes	No	11.6.1 All hydraulic lines shall be fully guarded.
Yes	No	11.6.2 Hydraulic controls to be mounted on drivers side of trailer in same valve bank as flip-top cover controls.
Yes	No	11.6.3 Maximum door opening (closing) time of 18 seconds.
Yes	No	11.7 Flow restrictive hydraulic fitting on both the piston and rod ends of the rear door cylinders to prevent rapid closure of the rear door.
Yes	No	11.8 Baffle at rear door to prevent fines from building up in floor mechanism.
Yes	No	11.9 1/2" x 4" reinforced rubber (conveyor belting) debris strip on bottom of door.
Yes	No	11.10 Door design shall allow full operation of walking floor while loading without damage to door or floor slots.
Yes	No	11.11 Door must seal when closed to prevent spillage.
Yes	No	11.12 Provide two steps and two grab handles at the left rear (drivers side) of the trailer to allow safe ingress / egress of the trailer.
Yes	No	11.12.1 One flip step at the left end of the 4" x 4" square bumper tube for placement of the operators left foot.
Yes	No	11.12.2 One flip step at the rear bumper pan for placement of the operators right foot.
Yes	No	11.12.3 One grab handle approximately 6" in length placed below the rear door latching mechanism and welded to the vertical post.
Yes	No	11.12.4 One grab handle approximately 6" in length place above the rear door latching mechanism and welded

Meets Specifications or provide requested information		Specification Requirement (circle YES or NO, or provide information as requested)
		to the vertical post.
Yes	No	11.13 Electrical wiring routed under rear door hinge to prevent damage from debris and trailer docking.
		12 TOP COVER
Yes	No	12.1 Frame.
Yes	No	12.1.1 Four independent sections: front right, front left, rear right, rear left.
Yes	No	12.1.2 Bolted together at center of trailer to obtain two, full length halves (front right and rear right bolted together and front left and rear left bolted together).
Yes	No	12.1.3 1-1/2" x 1-1/2" x 3/16" tube.
Yes	No	12.1.4 50" diagonal tube brace in each section corner.
Yes	No	12.2 Hinges.
Yes	No	12.2.1 Minimum of 10 per side.
Yes	No	12.2.2 Each hinge to consist of two (2) 1/4" x 2" outside knuckles, one (1) 1/4" x 3" inside knuckle and one (1) 3/4" x 8" pin.
Yes	No	12.2.3 Each knuckle shall have a grease fitting.
Yes	No	12.3 Netting.
Yes	No	12.3.1 Mesh material, Protex (#HN1260L-80) or equivalent.
Yes	No	12.3.2 60" wide with a minimum overlap of 10" in the center of trailer
Yes	No	12.3.3. Material to be fastened to frame with cable ties (plastic ties unacceptable) every 6" to 8".
Yes	No	12.4 Operated by front mounted hydraulic cylinder mechanism connected to the flips tops by a torque tube.
Yes	No	12.4.1 Minimum opening (and closing) time of 20-25 seconds to reduce shock loading of torque tube.
Yes	No	12.4.2 Controls to be mounted on drivers side of trailer in same valve bank as rear door controls.
Yes	No	12.5 A two spool control valve to allow independent operation of each side of the top cover.

Meets Specifications or provide requested information		Specification Requirement (circle YES or NO, or provide information as requested)
Yes	No	12.6 Open 270 degrees and lay flat against the trailer sides.
		13 AXLES
Yes	No	13.1 5" diameter round axle beams.
Yes	No	13.2 25,000 pound minimum rated each axle.
Yes	No	13.3 Self-adjusting slack adjusters.
Yes	No	13.4 77 1/2" track.
Yes	No	13.5 Air actuated third axle.
Yes	No	13.5.1 Air operated from front, driver side of trailer
Yes	No	13.5.2 Pressure gauge mounted near actuator.
Yes	No	13.5.3 Axle spacing to provide a maximum axle group gross weight rating of 42,000 pounds in accordance to Nebraska Department of Roads (NDOR) requirements.
Yes	No	13.5.4 Minimum tire to ground clearance of 7-3/4" with axle in up position.
		14 SUSPENSION
Yes	No	14.1 Hutchens, H-9700 or equal.
Yes	No	15.1.1 24,000 pounds per axle.
Yes	No	14.2 Standard SAE King-Pin.
Yes	No	15.2.1 36" setting.
Yes	No	15.2.2 1/2" T-1 plate steel. 5/16" pickup plate.
		15 BRAKES
Yes	No	15.1 Air operated.
Yes	No	15.2 Top mounted brake chambers.
Yes	No	15.3 16 1/2" x 7" S-CAM type.
Yes	No	15.4 Non-asbestos lining.
		16 LOADING / UNLOADING SYSTEM
Yes	No	16.1 Keith Manufacturing, model #2301, 3.5", High Impact, continuous wear strips complete with AT-block@hold down bearings.
Yes	No	16.2 Full length aluminum wear strips welded to slat extending from floor end to 4 inches past floor slat bolts.
Yes	No	16.1.1 Floor slat bolts shall extend through wear strip.

Meets Specifications or provide requested information		Specification Requirement (circle YES or NO, or provide information as requested)
Yes	No	16.1.2 Wear strip height shall be 1/2".
Yes	No	16.3 Hydraulic system components, connections, hose, valves, etc. to be fully compatible and interchangeable with configuration of existing tractors and trailers.
Yes	No	16.3.1 Hydraulic system shall allow simultaneous operation of flip-top covers, rear door and floor.
Yes	No	16.3.2 Hydraulic system pressure gauge mounted on drivers side of trailer near hydraulic valves for flip tops.
Yes	No	16.3.3 Steel body switching valve.
Yes	No	16.4 Area under walking floor to allow fines to drop through.
		17 LIGHTS
Yes	No	17.1 DOT approved lights.
Yes	No	17.2 Rubber mounted.
Yes	No	17.3 12 volt.
Yes	No	17.4 All wiring to be in rubber or steel conduit; plastic not acceptable.
Yes	No	17.5 All wire connections to be soldered.
		18 PAINT
Yes	No	18.1 All surfaces sandblasted.
Yes	No	18.2 Epoxy primer.
Yes	No	18.3 Two coats epoxy paint.
Yes	No	18.4 City will select paint from colors offered by successful bidder.
Yes	No	18.5 Bidders to furnish paint chips.
		19 LANDING GEAR
Yes	No	19.1 Holland Mark V with sand shoe or equivalent.
Yes	No	19.2 Self-leveling shoe.
Yes	No	19.3 Drivers side manual crank.
		20 TIRES AND WHEELS
Yes	No	20.1 11R x 22.5 tubeless radials.
Yes	No	20.2 One piece construction rims (steel disc).
Yes	No	20.3 Stud piloted / ball seat rims.

Meets Specifications or provide requested information		Specification Requirement (circle YES or NO, or provide information as requested)
		21 MISCELLANEOUS EQUIPMENT
Yes	No	21.1 Front mounted ladder to access top of trailer.
Yes	No	21.2 Front mounted platform, 12" x 36" centered on trailer bulkhead located 6' above bottom of trailer.
Yes	No	21.3 Rear mounted backup alarm wired to accessory wire in wiring harness.
Yes	No	21.4 Dealer decals not to be affixed.
Yes	No	21.5 Mud flaps with no advertisements.
Yes	No	21.6 Safety warnings and notices to be applied to trailer in appropriate positions.
Yes	No	21.7 Reflective tape to be applied in accordance with DOT regulations.
Yes	No	21.8 Two tow hooks, mounted on rear bumper.
		22 MANUALS
Yes	No	22.1 Two complete service manuals.
Yes	No	22.2 Two complete parts manuals.
Yes	No	22.3 Two complete operator manuals.
		23 WARRANTY
Yes	No	23.1 One year standard warranty for defective parts, materials fabrication and workmanship.
Yes	No	23.2 Provide warranty service within a 60 mile radius of Lincoln, NE.
		23.3 Please state location of service facility: Company Name: _____ Address: _____ _____ _____ Phone Number: _____ Contact Person: _____

Meets Specifications or provide requested information		Specification Requirement (circle YES or NO, or provide information as requested)
		24 PARTS AND SERVICE
Yes	No	24.1 To every extent possible repairs shall be performed on site at the City of Lincoln's North 48th Street Transfer Station facility.
_____ hrs.		24.1.1 Seller shall state a minimum parts delivery time in hours:
_____ hrs.		24.1.2 Seller shall state a minimum repair service response time in hours:
Yes	No	24.2 The seller shall have the ability to provide service and repair work if so requested by City of Lincoln during weekends, holidays, and nights.
Yes	No	24.3 The seller shall supply a parts inventory list upon request.
Yes	No	24.4 The seller shall inform the City of Lincoln of any changes or modifications to preventive maintenance procedures, normal service procedures, or recalls.
		25. TRADE-IN
		25.1 Brothers Solid Waste Transfer Trailer, Model 45115SPOT
		25.2 1997, 115 cubic yard capacity.
		25.3 3.5" High Impact Floor, 2 way.
		25.4 Rear loading.
		25.5 Hydraulic, top hinged single swing rear door.
		25.6 Sold on an As-is, where-is@ basis.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.